



## **EXECUTIVE COMMITTEE MEETING NOTICE/AGENDA**

Posted at [www.scdd.ca.gov](http://www.scdd.ca.gov)

**DATE:** June 11, 2013

**TIME:** 1:30 p.m. – 4:30 p.m.

**LOCATION:** State Council on Developmental Disabilities  
1507 21<sup>st</sup> Street, Suite 210  
Sacramento, CA 95811  
(916) 322-8481

### **TELECONFERENCE SITE:**

**Wallace Group**  
Redwood Conference Room  
612 Clarion Court  
San Luis Obispo, CA 93401

*Pursuant to Government code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in this meeting should contact Michael Brett at (916) 322-8481 or email Requests must be received by 5:00 pm June 7, 2013.*

### **AGENDA**

	<b><u>Page</u></b>
<b>1. CALL TO ORDER</b>	J. Allen
<b>2. ESTABLISHMENT OF QUORUM</b>	J. Allen
<b>3. WELCOME/INTRODUCTIONS</b>	J. Allen
<b>4. APPROVAL OF APRIL AND MAY 2013 MINUTES</b>	J. Allen
<b>5. PUBLIC COMMENTS</b>	

This item is for members of the public only to provide an opportunity to comments and/or present Information to the Council on matters **not** on the agenda. Each person will be afforded up to three minutes to speak. Written requests, if any, will be considered first. The Council will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item.

6. **CPS CONTRACT** R. Newton
7. **AREA BOARD 3 CYCLE 35 GRANTS** Corral/Rosenberg
8. **CLOSED SESSION – PENDING LITIGATION**  
Pursuant to Government Code Section 11126(e)(1) the committee will have a closed session to confer with its legal counsel regarding pending litigation.
9. **RECONVENE OPEN SESSION**  
Announcement of any action taken during closed session
10. **HEALTH CARE FOR ADULTS WITH DEVELOPMENTAL DISABILITIES** M. Kennedy
11. **ADMINISTRATIVE COMMITTEE UPDATE** M. Kennedy
12. **LEGISLATIVE AND PUBLIC POLICY UPDATE** R. Ceragioli
13. **EMPLOYMENT FIRST COMMITTEE** K. Weller
14. **PROGRAM DEVELOPMENT COMMITTEE** J. Lewis  
Revised Self-Advocacy RFP
15. **ESTABLISH JULY COUNCIL AGENDA** All
16. **ADJOURNMENT** J. Allen

Draft  
Executive Committee Meeting Minutes  
April 9, 2013

**Attending Members**

Janelle Lewis  
Jennifer Allen  
Jorge Aguilar  
Molly Kennedy  
Ray Ceragioli  
Olivia Raynor

**Members Absent**

Kecia Weller

**Others Attending**

Mark Polit  
Melissa Corral  
Roberta Newton  
Robin Maitino  
Sarah VanDyke  
Jeff Strully  
Kathy Spaniac

1. **Call to Order**

Jennifer Allen called the meeting to order at 2:10 p.m. and established a quorum present.

2. **Welcome and Introductions**

Members and others introduced themselves.

3. **Approval of February 12, 2013 Minutes**

It was moved/seconded (Ceragioli/Kennedy) and carried to approve the February 12, 2013, Executive Committee meeting minutes as presented.  
(1 abstention)

4. **Public Comments**

There were no public comments.

5. **Regional Center Conflict of Interest Waiver Requests**

**Inland Board member reconsideration** – Jack J. Padilla is a member of the Inland Regional Center. On February 12, 2013, the Executive Committee unanimously determined that due to the lack of adequate information which created a barrier to thorough analysis and diligent decision making, they were unable to take action.

After receiving delegation authority from the State Council on Developmental Disabilities (SCDD), the Executive Committee of SCDD reconsidered the waiver request submitted by Inland Regional Center on behalf of Mr. Jack Padilla.

It was moved/seconded (Aguilar/Lewis) to approve this waiver request. (3 I's; 2 oppose; 1 abstention) **Motion did not pass.**

**KRC Board member** – Frank Meyer. Mr. Meyer submitted a conflict of interest plan and stated he has **NO CONFLICT**. Therefore, no action is required by the Council other than review.

No action taken.

**KRC Employee** – Duane Law, Chief Executive Officer. Mr. Law submitted a conflict of interest plan and stated he had **NO CONFLICT**. Therefore no action is required by the Council other than review.

No action taken.

**KRC Board member** – Matthew La Grand. Although Mr. La Grand works for BARC in the packaging department (which is a day program vendor) he stated that he has **NO CONFLICT**. Therefore, no action is required by the Council other than review.

No action taken.

**KRC Board member** – Emily Greenwood. Although Ms. Greenwood is a client of KRC and receives POS funded services through KRC, she stated that she has **NO CONFLICT**. Therefore, no action is required by the Council other than review.

No action taken.

**KRC Board member** – Iman Killebrew. Ms. Killebrew is the co-owner of Aimes and As One, Inc. which are both vendored by KRC. These vendors provide SLS and Level IV group homes. They also have a mobile community based

program. Ms. Killebrew's husband is also involved in both of the companies. Ms. Killebrew is the Chairperson of the Vendor Advisory Committee of KRC.

It was moved/second (Kennedy/Lewis) and carried to deny this waiver request.

**KRC Board member** – Ramona Puget. Ms. Puget is the president of the Kern Autism Network. The KAN is vendorized by the KRC for the sole purpose of funding an annual autism conference. Ms. Puget does not receive any financial compensation for her participation with this volunteer organization.

It was moved/second (Kennedy/Ceragioli) and carried to deny this waiver request. (1 oppose; 1 abstention)

**KRC Board President** - Susan Lara. Ms. Lara is a parent of a KRC client who has medical issues. Ms. Lara is vendorized for two services. The first is for reimbursement of medical mileage and the second is for providing personal assistance for her son. As a result, Ms. Lara receives more than 250.00 per month from KRS for providing services for her son.

It was moved/second (Aguilar/Lewis) and carried to approve this waiver request. (1 abstention; 1 oppose)

**KRC Board Vice-President** – Richard Stotler. Mr. Stotler's mother is the owner of a building which is rented to a KRC vendor, Great Advantages SLS. Mr. Stotler is not involved in his mother's business activities.

It was moved/second (Kennedy/Aguilar) and carried to deny this waiver request.

**KRC Board member** – David Marcus. Mr. Marcus is a client of KRC and receives POS funded service through KRC. Mr. Marcus stated he has **NO CONFLICT.** Therefore, no action is required by the Council other than review.

No action taken.

**FNRC Board member** - Margot Madsen. Ms. Madsen is a volunteer peer mentor with Bethesda Lutheran which is a FNRC vendor. Bethesda provides services that include residential care and day services. Ms. Madsen is not

employed with Bethesda Lutheran. Ms. Madsen will not receive any wage or salary in connection with her volunteer work as a mentor. As a mentor, Ms. Madsen will travel to speak at a few out-of-town events during the year and will be reimbursed for her travel and per diem expenses.

It was moved/second (Aguilar/Kennedy) and carried to approve this waiver request.

**FNRC Board Member** – Colleen Ryburg. Ms. Ryburg's daughter-in-law, is an occupational therapist who is also a vendor with FNRC. Daughter-in-law provides OT services to consumers in Trinity County, ages 0-3, averaging fewer than five consumers per month.

It was moved/second (Aguilar/Lewis) and carried to approve this waiver request. (1 oppose)

**FNRC Board Member** – Susan Hess. Ms. Hess is a self-advocate who receives services from FNRC. She is also a receptionist for the Rowell Family Empowerment Center in Butte County. Rowell is a designated California Family Resource Center that provides support, education and advocacy for families of children with disabilities. Ms. Hess works 10 hours per week and her duties are entirely clerical. Ms. Hess' husband, Ted, is also a self-advocate of FNRC and is employed by the ARC of Butte County.

It was moved/second (Kennedy/Lewis) and carried to approve this waiver request for only one year and urge FNRC to expand recruitment. (1 oppose)

## 6. **Bylaw Review**

Jorge Aguilar submitted suggested revisions regarding the combination of changes that were discussed at the last Council meeting as well as additional suggested technical revisions in the intent of form.

It was moved/seconded (Aguilar/Lewis) and carried to accept the changes with specific language to follow from Jorge Aguilar. (1 oppose)

## 7. **Administrative Committee Update**

Molly Kennedy provided a brief report and asked if there was any input to the work plan.

## 8. Legislative and Public Policy Update

The following items were acted upon at this meeting:

**AB 1041 (Chesbro) Employment First Policy.** Sponsored by SCDD, AB 1041 would establish an Employment First Policy in statute. It was moved/seconded (Aguilar/Allen) and carried to approve LPPC's recommendation to continue sponsorship of AB 1041.

**SB 126 (Steinberg).** Would extend the sunset of SB 946 to 2019. It was moved/seconded (Aguilar/Lewis) and carried to approve LPPC's recommendation to support SB 126.

**Trailer Bill Language on Regional Center Financial Responsibility for Co-pays and Deductibles.** For services covered by a parent's private insurance AND is included in the IPP/IFSP, the TBL proposed by the Administration would *allow* regional centers to pay co-pays. It would require regional centers to means test the reimbursement of any co-pays. The TBL also forbids regional centers from paying deductibles. It was moved/seconded (Aguilar/Lewis) and carried to approve LPPC's recommendation to amend the proposed trailer bill language to *require* regional centers to pay insurance co-pays, co-insurance, and deductibles without means testing; and where "parents" are mentioned in the TBL, also include guardians, conservators, caregivers, and authorized representatives.

**SB 163 (Hueso).** As an alternative to the TBL above, the bill would clarify regional center financial responsibility for co-pays and deductibles. The bill currently has only spot language, but if we are co-sponsors we have greater control over the language developed. Polit stated that the intent of the legislation was consistent with the TBL recommendations on the same subject. Autism Speaks and the Alliance of California Autism Organizations would also co-sponsor. It was moved/seconded (Aguilar/Lewis) and carried to approve LPPC's recommendation to co-sponsor SB 163.

**SB 468 (Emmerson and Beall).** Last year, the Council supported AB 1244 (Chesbro) on Self-Determination. The Self-Determination legislation this year is SB 468. SB 468 is sponsored by Autism Society of LA and DRC. It would expand the Self-Determination Pilots by establishing a statewide

Self-Determination program which will be capped at 2500 participants in the first three years. The program would be cost neutral, represent the ethnic diversity of the state, and increase flexibility in services. The bill is bare bones now and will be filled out. It was moved/seconded (Aguilar/Kennedy) and carried to approve LPPC's recommendation to support with amendments to allow open enrollment in the program after 3 years, and include the requirement that all regional centers shall offer the program. The Council's staff will also work with the sponsors and authors on developing content of the legislation.

**SB 651 (Pavley and Leno).** Sponsored by DRC, the bill would require that a suspected victim of sexual assault at developmental centers and state hospitals be provided a medical evidentiary exam performed at an appropriate external facility. Failure to report specified assaults, deaths and injuries to external law enforcement would result in a Class B Citation. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to support SB 651.

**SB 961 (Levine).** Sponsored by DRC, the bill would require that certain licensing citations at developmental centers and state hospitals be redacted only for name and personal identifying information. The bill would also require, in these facilities, that Department of Public Health complete its investigation of death, serious injury and other incidents within specified times. The bill will be amended to require that misconduct of licensed staff in these facilities be reported to the licensing agency. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to support SB 961.

**SB 602 (Yamada).** This bill would require the Commission on Peace Officer Standards and Training (in the Department of Justice) to establish and keep updated a continuing education classroom training on law enforcement intervention with mentally disabled persons. The bill would require that law enforcement personnel with jurisdiction over state hospitals and developmental centers receive this training. These facilities would be required to immediately (instead of as soon as practically possible) report specified incidents, including death and sexual assault to local law enforcement, and to coordinate its investigations with them. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to support SB 602.



**AB 1232 (Perez).** This bill would require the Department to consider outcomes based measures on cultural and linguistic competency of services when choosing a quality assessment instrument. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to support AB 1232.

**SB 319 (Perez).** This bill would enhance regional center data collection, and their publication, on disparities in service delivery between regional center ethnic populations. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to support SB 319, and to recommend amendments to emphasize the "fair and equitable access to services, pursuant to the IPP process.

**SB 321 (Perez).** This bill would direct the Department to address issues of linguist and cultural competency of services and inequitable distribution of services in the regional centers' performance contracts. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to support support SB 321.

**SB 555 (Correa).** This bill addresses the linguistic and cultural competency of the IPP process and of services addressed by the IPP. It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to continue support of SB 555, as amended.

**SB 577 (Pavley), Employment Pilot Project – UPDATED ACTION RECOMMEND CO-SPONSOR.** The bill would pilot two innovations aimed at increasing the availability of employment for people with autism and other developmental disabilities. (1) A service category for employment preparation; and (2) an incentive system to encourage employment support providers to assist people to obtain integrated competitive employment, including jobs with health benefits. At its January 25, 2012 Council meeting, the Council expressed support for a similar incentive system.

Polit reported that the Council has been asked to co-sponsor this legislation that is still being developed. The LPPC expressed concerns that the Employment Preparation service include some quality control element and specify who is qualified to provide the services (such as CARF certified agencies). There was also concern that 75 hours a quarter was not adequate for the service, and that people requiring day programs would not be able to participate. Forderer emphasized that supporting people to find

work is essential. The Committee agreed that if we co-sponsor, that the Council could help develop the legislation; and that the Council could withdraw its support, if necessary Aguilar moved and Kennedy seconded to approve the LPPC recommendation to co-sponsor SB 577. Motion adopted unanimously.

**SB 1 (Steinberg) and SB 391 (DeSaulnier).** Darin Lounds, Director of the East Bay Housing Consortium, was invited to speak to LPPS to explain affordable housing funding and both pieces of legislation. It was discussed that both bills are critical for funding affordable housing for many low income populations, including people with developmental disabilities. However, these bills also present an opportunity to increase the availability of affordable AND accessible housing units. It was moved/seconded (Aguilar/Kennedy) and carried to approve LPPC's recommendation to support SB 1 and SB 391, and to work with the DD housing coalition to have these bills amended to include provisions for accessible housing.

**Social Security Chained CPI Proposal –** It was moved/seconded (Kennedy/Allen) and carried to approve LPPC's recommendation to oppose applying a Chained CPI to social security benefits.

**Service Reduction to Federal Medical Programs –** It was moved/seconded (Kennedy/Aguilar) and carried to approve LPPC's recommendation to oppose any cuts to federal medical programs.

#### 9. Jay Nolan Community Services Abuse Incident

Mark Polit invited Jeff Strully, Executive Director of Jay Nolan Community Services and their attorney, Kathy Spaniac to attend the meeting in order to address Committee member concerns about the alleged abuse incident that was publicized on March 18, 2013. Mr. Strully took the time to drive in and Ms. Spaniac joined us by phone.

Jeff Strully assured the Committee that they have taken this issue very seriously and went through all of the hiring/training protocols they are currently following. He also outlined various measures that were being taken to strengthen redundancy of oversight and anonymous reporting of concerns. Mr. Strully concluded his discussion by taking questions from members and allowing them to voice their concerns.

10. **Adjournment**

The meeting was adjourned at 6:10 p.m.





## **DRAFT**

### **Executive Committee Tuesday, May 14, 2013**

#### **Members Present**

Jennifer Allen  
Ray Ceragioli  
Molly Kennedy  
Olivia Raynor  
Janelle Lewis

#### **Members Absent**

Jorge Aguilar  
Kecia Weller

#### **Others Attending**

Sascha Bittner  
Lisa Davidson  
Ted Martens  
Bill Moore  
Kashe Rowland-Smith  
Kyle Minnis (phone)  
Melissa Corral  
Szandra Keszthelyi

#### **1. CALL TO ORDER**

Jennifer Allen, Chairperson called the meeting to order at 10:05 a.m.

#### **2. ESTABLISHMENT OF QUORUM**

A quorum was established.

#### **3. WELCOME AND INTRODUCTIONS**

Jennifer Allen welcomed everyone to the Executive Committee. Ms. Allen reminded everyone in the room that only the members of the Executive Committee could vote on actions during this committee meeting. Ms. Allen stated that Jorge Aguilar was injured and would not be attending the May 15<sup>th</sup> Council meeting, and that she would be administering the meeting. Members and others attending introduced themselves.

#### 4. **PUBLIC COMMENT**

There were no public comments.

#### 5. **ACTION/DISCUSSION ITEMS**

Pam Derby gave a brief background on CPS HR Consulting and her role to the organization. Ms. Derby began her presentation on the Executive Director recruitment discussing the methodology.

##### Phase 1: Prepare Organizational Needs and Candidate

- Develop Advertising and Candidate Procurement Strategy
- Set Profile and Parameters for Applicant Screening
- Define Application of Search Criteria
- Establish Strategic Plan for Identifying Applicants

##### Phase 2: Refine Recruitment Strategy and Identify Quality Applicants

- Access Professional Associations
- Reach Out to Stratified Groups within Associations
- Launch e-mail and Social Media Campaign
- Access Personal Contacts and Special Interest Groups

##### Phase 3: Screen Applicants, Prepare Applicant Profiles and Findings

- Apply screening criteria
- Structured Presentation of candidates
- Client selects Finalist candidates
- Provide administrative support for final interviews

##### Phase 4: Conduct Reference Checks, Background and Academics Records Verification

- Explore job and personal reference checks
- Conduct online character documentation and research
- Conduct credit, criminal and driving history
- Verify degrees claimed and certifications

##### Phase 5: Final Candidate Recommendation

- Present detailed summary of finalists
- Guide employment negotiation
- Provide follow-up consultation at six months

Pam Derby stated that 6 to 8 candidates should move forward. Ray Ceragioli asked if there would be a ranking system. Ms. Derby explained that ranking would be in groups of 1 or 2; group 1 is the group CPS suggests to interview, group 2 is the group CPS suggests not to

interview. Olivia Raynor asked if they would have access to all the people who applied. Ms. Derby explained that everyone on the Executive Committee and Ad-Hoc Search Committee would have access to all applications. Molly Kennedy expressed that she would like to see all the applications go directly to the Executive Committee. She is hesitant to have the Ad-Hoc Search Committee involved in the process because they will not be held accountable. Ted Martens explained that the intent to merge the Executive Committee and the Ad-Hoc Search Committee is to speed up the recruitment process. Molly Kennedy asked Pam Derby if the timeline she provided was realistic, and Ms. Derby explained that it was very realistic.

Ms. Derby continued her presentation discussing the ideal candidate's profile.

- Someone that thinks outside the box – innovative/experimental and courageous
- An exceptional leader and administrator
- Collaborative
- Builds trust, credibility and transparency
- Good work ethic
- No ego, treats consumers with respect
- Energetic and intelligent
- Understand the nuances of politics and the state government culture
- Good public policy skills
- Exceptional communication/interpersonal skills
- Relationship builder
- Lead the board in doing their state plan – essential to obtain more federal funds
- Shows no favoritism among legislators
- Keep Council informed of local events and encourage participation
- Positive outlook

Ms. Derby explained that these are the qualities that Councilmembers expressed they would like to see. Olivia Raynor had concerns for how this was being presented. Ms. Derby explained that these were comprehensive views of what Council members have told her. Molly Kennedy explained that she would like to see that the candidates understand the culture of the system.

Pam Derby explained that most processes to hire an Executive Director take 16 weeks. Ted Martens asked if we were locked into the timeline, and Ms. Derby said no we can always speed up the process if need be. Molly Kennedy asked if Ms. Derby had spoken to any SCDD staff. Ms. Derby said she had not, but could. Lisa Davidson explained that staff has to deal with this person on a day to day basis; therefore it would be good to have staff involved. Ms. Derby explained that if any of the Area Board Executive Director's plans to apply they should not be involved in the recruitment process.

Pam Derby explained that she would ask staff questions about what they want to see in the culture of the office, what they want out of an Executive Director, what they need to succeed, etc. This would be not be an opportunity for staff to unload but rather the goal is to keep staff on track with the purpose of the conversation. Melissa Corral stated that by properly frame working the questions; this would help prevent staff from just venting. Ms. Derby suggested using an online survey for staff.

Bill Moore suggested sharing with staff the type of candidates selected. If the Council is able to hire a candidate based on the qualities discussed, then this individual can provide the leadership staff needs.

Ted Martens asked if interviewing SCDD staff would increase CPS's rate, and Ms. Derby stated it would not. Sascha Bittner asked if this would delay the timeline, and Ms. Derby stated it would not.

***It was moved/seconded (Kennedy/Ceragioli) and carried that we allow the full staff of the Council to review the duty statement and job description for the Executive Director and complete a survey.***

***It was moved/seconded (Raynor/Ceragioli) and carried to approve the contract with CPS Human Resources.***

Melissa Corral asked if it was Jorge Aguilar's intention to merge the Executive Committee and the Ad-Hoc Search Committee or have the AD-Hoc Search Committee attend the Executive Committee meetings as guests. Ray Ceragioli expressed that he felt that the Ad-Hoc Search Committee brings great experience and knowledge to the Executive Committee members on the issue of the Executive Director recruitment.



***It was moved/seconded (Ceragioli/Raynor) and carried that the Ad-Hoc Search Committee be involved in all joint Executive Committee and Ad-Hoc Search Committee meetings that are consistent with the charge of the Search Committee.***

Jennifer Allen asked that Szandra Keszthelyi bring copies of the Executive Director duty statement and job description to the Council meeting tomorrow.

**6. ADJOURNMENT**

***It was moved/seconded (Kennedy/Raynor) and carried to adjourn at 11:50 AM.***



## ***Developmental Disabilities Area Board 3***

*Advocating for Families and Individuals with Developmental Disabilities in the Counties of:  
Alpine-Colusa-El Dorado-Nevada-Placer-Sacramento-Sierra-Sutter-Yolo-Yuba*



### **MEMORANDUM**

**To:** Roberta Newton, Interim Director  
California State Council on Developmental Disabilities

**From:** Michael Rosenberg, Executive Director,  
Area Board 3

**Subject:** Cycle 36 Request

**Date:** May 29, 2013

Roberta, as a follow-up to our brief conversation today I wanted to request a short time on the Executive Committee agenda to discuss a situation unique to Area Board 3.

The Area Board had numerous issues with responses received to our specific request for a project development under Cycle 35. Needless to say, on a final release of the RFP the Committee received two proposals. Following review of the proposals the committee scored both and received additional input from SCDD analyst regarding the time it would take to develop a contract with the Department of General Services, in turn allowing approximately six weeks to complete the project.

Upon review by the Program Development Committee, they recommended to the Board that Cycle 35 not be awarded. Further, on May 28, 2013, the Board accepted the recommendation of the PDF Committee not to release funds under Cycle 35, and further requested that the Board request of SCDD the ability to roll over \$10,000 from Cycle 35, in addition to the \$10,000 being consider for Cycle 36 as an allocation to each Area Board.





**Background.** In the late 1960's, only four percent of people with developmental disabilities (DD) lived in the community. Today, most individuals with DD have never been in an institution. The life expectancy of people with DD has increased dramatically. It approaches that of the general population. In addition to their disability, as they age, adults with DD typically acquire multiple, chronic medical conditions. Approximately 30% have associated mental illness. We have yet to develop the consult, assessment, and enhanced primary care services necessary to serve this new population of people with complex needs.

**The Office of Developmental Primary Care was developed to build the health care system's capacity to serve adults with developmental disabilities through clinical services, advocacy, research, training and technical assistance.**

**Vision.** Transition age youth and adults with developmental disabilities (DD) have access to health care services that maximize their wellness and function. Health care for transition age youth and adults with DD is interdisciplinary, team-based care with patients and caregivers at the center of the team.

**Definition.** Developmental disabilities (DD):

- originate before age 18
- are expected to continue indefinitely
- constitute significant functional limitations in at least three or more areas such as capacity for self-care, learning, language and mobility
- include autism, cerebral palsy, epilepsy and intellectual disability

### **Challenges.**

*Resources for adults are insufficient and poorly integrated. There is a lack of:*

- **Opportunities for the self-advocacy community** to engage policy makers
- **Special medical services and medical experts** for patients with DD
- **Training programs** for medical personnel and caregivers who manage complex medical and behavioral conditions
- **Reimbursement** for the extra time involved in care coordination, prevention and treatment
- **Accountability for Health Plans** to provide access to effective, respectful, competent, timely care
- **Data on the health status and health care utilization** of the population
- **Support for clinical and health services research**

*Lack of parent support.* Unlike their younger counterparts, this population lacks parent support.

- An estimated 30,000-77,000 people with DD in California are **currently living with caregivers over age 60**. As parents age along with their children, eventually, they can no longer provide advocacy and care.
- Many adults with DD have **no family advocates or caregivers**.
- This lack of support is an issue because **health problems generally become more complex** as people with developmental disabilities age.

*Policy gaps.* Since the 1970's, many thousands of adults with disabilities have moved from institutions into the community. However, current policy and funding are not sufficient to protect them from neglect, much less to provide them with health care. Without appropriate oversight and comprehensive services, adults easily fall through the cracks. The most important policy gaps include:

- Special primary care services for those with intensive, interdisciplinary needs
- Access to specialized mental health services for those with intellectual and communication disabilities
- Access to special needs dentistry
- Regular, independent health assessment and advocacy
- Support and training for direct care personnel and family caregivers
- Data and monitoring of access to care, health outcomes and health status
- Stable funding to develop and maintain an expert health professional workforce

**The CART Model.** The long-term strategic plan begins with building a program within the Department of Family and Community Medicine at UCSF to provide clinical leadership and establish working relationships between the medical and developmental service providers. The Office of Developmental Primary Care was established in the University of California, San Francisco, Department of Family and Community Medicine. The Office of Developmental Primary Care has provided training to over 2,200 health professionals; established a website with practical clinical resources; engaged policy makers, and established a research program to study our clinical innovation. The goal of the project is to evolve into a UCSF Center for Excellence in Developmental Medicine to support the CART Model:

- Clinical services in university and community settings
- Advocacy to influence policy and support patients
- Research programs in health services and education to rigorously study the cost effectiveness of our clinical and training innovations
- Training and technical assistance for medical professionals and caregivers



University of California  
San Francisco

Office of Developmental Primary Care ♦ UCSF Department of Family and Community Medicine ♦ 500 Parnassus Ave, MUE 318, Box 0900, San Francisco, CA 94143; (415) 476-4641 ♦ [odpc@fcm.ucsf.edu](mailto:odpc@fcm.ucsf.edu) ♦ <http://DevelopmentalMedicine.UCSF.edu>

## Self-Advocacy Facilitation Grant

### Table of Contents

Section	Page
A) Purpose and Description of Services.....	2
B) Minimum Qualifications for Proposers .....	6
C) Instructions for Submitting CPDG Proposal .....	6
1) Timeline and Submission Information.....	6
2) Electronic Q&A.....	6
3) Funding of Projects.....	6
D) Requirements for Project Submission.....	13
1) Small Business Preference.....	13
E) Additional Proposal Information.....	13
1) Required Attachment Check List.....	14
2) Proposal/Proposer Certification Sheet.....	15
3) Sample Cost Proposal Work Sheet.....	17
4) Proposer References.....	18
5) Payee Data Record (STD 204)** available on the Internet at <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>	
6) Contractor's Certification Clauses (CCC) (page 1)** available on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a> .	
F) Proposal Review and Evaluation Criteria .....	

\*\*These documents are not required with the Proposal package but are required upon award of the contract.

## **A) PURPOSE AND DESCRIPTION OF SERVICES**

The purpose of this Request for Proposal (RFP) is to seek qualified proposers to support and advance the self-advocacy activities of the State Council on Developmental Disabilities (SCDD) specifically by providing facilitators and attendants for self-advocates who indicate such a need. Self-advocates associated with the Council participate in one or more of the following groups: the Statewide Self-Advocacy Network (SSAN), the Self-Advocate Advisory Committee (SAAC), the Employment First Committee (EFC) and the Council itself. The State Council on Developmental Disabilities (SCDD) is soliciting proposals that meet all of the criteria set forth in this RFP.

### **1. Background**

State Councils on Developmental Disabilities are funded by the Administration on Developmental Disabilities (ADD) under federal law 42 USC 15021 SEC. 121 to "engage in advocacy, capacity building, and systemic change activities that contribute to a coordinated, consumer- and family-centered, consumer- and family-directed, comprehensive system of community services, individualized supports, and other forms of assistance that enable individuals with developmental disabilities to exercise self-determination, be independent, be productive, and be integrated and included in all facets of community life."

State Councils on Developmental Disabilities (SCDD) are required to develop 5 year State Plans which identify goals and objectives to enhance and improve upon the quality of life enjoyed by individuals with developmental disabilities. This RFP is intended to fund a project that advances the Council's State Plan goals, as cited below:

California's 2012-2016 State Plan includes the following Goal #1:

Individuals with developmental disabilities have the information, skills, opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life.

Objective 1a) states:

The Council will promote the stability and expansion of a statewide self-advocacy network through financial and in-kind support, which includes ensuring that local delegates are able to participate effectively in statewide meetings and events.

Please refer to the complete State Plan ([add link here](#)) for additional objectives relating to self-advocacy.



## **2. Program Description**

The Contractor will be expected to provide facilitation and attendant services on request to participants in the following groups:

### **SSAN – Statewide Self-Advocacy Network**

SSAN was established in 2012 and is intended to position itself as the statewide developmental disability self-advocacy leadership organization. Currently, SSAN is supported by the SCDD but it is hoped that in the future, SSAN will become a freestanding independent nonprofit organization. It is composed of 22 self-advocates, which include representatives of the Council, the Council's 13 area boards, and related disability organizations. SSA meets quarterly for two day meetings in locations throughout the state. SSAN elects a Chair and Vice Chair who take leadership in planning and carrying out SSAN meetings. SSAN members are encouraged to work closely with and assume leadership roles amongst their local self-advocacy groups.

### **SAAC – Self-Advocacy Advisory Committee**

SAAC is a Committee of the SCDD. It meets six (6) times a year, on the day before the full Council meeting. SAAC is composed of all self-advocate members of the Council who wish to participate and any other individuals who wish to attend. Typically, SAAC includes 5-7 members. The SAAC reviews and advises the Council on policies and issues of concern to self-advocates. SAAC also serves as a venue where self-advocates review the Council's agenda for the next day meeting so as to better prepare to participate. Council materials may be adapted into plain language and PowerPoint in order to enhance comprehension. For further information on SAAC functions, please refer to the Council's Bylaws [www.scdd.ca.gov/res/docs/Bylaws\\_2012\\_Final.docx](http://www.scdd.ca.gov/res/docs/Bylaws_2012_Final.docx).

### **EFC – Employment First Committee**

EFC is a Committee of the Council. It is composed of a variety of governmental, nonprofit, and advocacy individuals all of whom have an interest in advancing employment opportunities for people with developmental disabilities. The EFC includes four (4) self-advocates. The EFC meets four (4) times a year. The self-advocates meet prior to each EFC meeting to review the agenda and materials so as to prepare to fully participate and contribute to the meeting.

### Facilitation Services

- ✓ Facilitation refers to a service wherein the facilitator aids a self-advocate to participate in a meaningful manner in meetings cited above. Facilitation may include these duties:
- ✓ Interpretation of policy related information, either written or verbal, into a form that is more easily understood by the member.
- ✓ Providing, as necessary, an impartial analysis of the relevant issues. The analysis may include, but not necessarily be limited to, alternative positions and the implications and potential consequences for supporting or proposing any particular position. The intent is to provide the member with the knowledge necessary to make informed decisions. Assisting the member to effectively communicate both positions and questions on relevant issues.
- ✓ Support to accomplish other related tasks, such as making travel arrangements and scheduling committee activities on behalf of the member.
- ✓ Maintaining a calendar of SCDD related meetings and activities that the member must attend. This may include assistance with reconciling subsequent commitments.
- ✓ Providing transportation/travel arrangements for SCDD related meetings.
- ✓ Preparation prior to Council related meetings through review and interpretation of agenda items. Should the facilitator not understand an issue, she is responsible for obtaining any information necessary for clarification.
- ✓ Support during meetings through interpretation of actions or discussions on agenda items. As with preparing for the meeting, if the facilitator does not understand an issue, she is responsible for making sure that it is clarified.

### Attendant Services

Attendant service refers to assistance from others which compensate for a person's inability to independently perform activities of daily living. Services may include assistance with maintenance and hygiene, mobility and escort responsibilities, and to a lesser degree, assistance with related cognitive tasks.

Responsibilities of attendants include, but are not limited to, the following:

Assistance with personal maintenance and hygiene, which may include some or all of the following: dressing, grooming, eating, bathing, respiration equipment maintenance, and toilet functions such as bowel, bladder, catheter and menstrual tasks. Assistance assumes knowledge of the member's needs related to these tasks, and of other needs that may require only periodic assistance, such as what to do if the member experiences a seizure.

- ✓ Assisting the Council member with traveling to and from Council related activities.
- ✓ Assistance with mobility tasks, which may include helping the Council member to move from place to place within more confined settings than those which would be provided as travel/escort responsibilities. Examples could include movement from a meeting room to a local restaurant or from one chair to another.
- ✓ Assistance with some cognitive tasks, such as reading, money handling, making travel arrangements, simple clerical tasks, and some interpretation of difficult to understand information.

#### Description of Services Sought

Contractor will provide up to a maximum of 900 hours of facilitation or attendant services, provided on a one-on-one basis.

#### Training

Contractor shall provide adequate training for facilitators and attendants so they can competently carry out their responsibilities. Contractor shall meet with each self-advocate who requests facilitation and/or attendant services to determine their support needs. One component of the training shall include the self-advocate who will be matched with the facilitator/attendant to ensure that the self-advocate participates in defining his/her needs. No facilitator or attendant shall be assigned to or continue to serve a self-advocate if the self-advocate rejects the individual. Satisfaction with facilitator/attendant services shall be determined by the self-advocate receiving the service and the self-advocate shall direct the nature of facilitation/attendant support .

#### Registry of Facilitators/Attendants

Self-advocates shall have the right to refer individuals to serve as their facilitator or attendant. Contractor shall proactively place such individuals on the payroll unless the person clearly lacks the capacity to carry out the work functions or there are

extenuating circumstances that present a barrier. In such cases, contractor shall bring the matter to the attention of SCDD management for resolution.

#### Duration of Project

Grants awarded under this RFP Cycle 36 are for one year (October 1, 2013 - September 30, 2014) or may be submitted for a two year period, ending September 30, 2014. The Council will evaluate the expenditure of funds and programmatic progress annually. Funding for the second year is subject to the availability of funds and the Council's evaluation of first year progress and outcomes.

### **B) MINIMUM QUALIFICATIONS FOR PROPOSERS**

Each proposer shall demonstrate substantial experience in delivering transition-related services to youth and/or adults with developmental disabilities. Proposers shall provide information regarding the qualifications of the proposer and all staff and/or consultants who will contribute to the project. The proposal shall include:

- ✓ An organizational chart, job descriptions, and qualifications, as applicable, (maximum 5 pages, plus specifically referenced resumes)
- ✓ A signed cover letter shall be included on company letterhead and attached to the front of the RFP response package. The signature on the cover letter shall be from the lead proposer or a duly authorized party representing the proposer and the proposer's proposal. At a minimum, the cover letter shall include the following statement:
- ✓ "We have carefully read and understand all the provisions in this RFP and agree to be bound by them. We fully read and reviewed the terms and conditions as stated in the State Contracting Requirements, attached to the RFP, and, that by submitting a response understands that this document represents the agreement that we will be expected to execute if we are successfully awarded a Cycle 35 CPDG from the SCDD." No deviations or exceptions to this statement shall be accepted or permitted.
- ✓ Proven history of partnering with and supporting self-advocates.
- ✓ Proven history of delivering quality facilitation and support services.
- ✓ All facilitators and attendants shall possess a valid California Driver's License and maintain the proper automobile insurance in accordance with California State law for the duration of this contract.
- ✓ Contractor will provide SCDD a copy of proof of insurance. All facilitators and attendants shall have a criminal background check and demonstrate a clean record.

## C) INSTRUCTIONS FOR COMPLETING CPDG PROPOSAL

### 1. Timelines and Submission Information

Proposal Deadline	by 5:00 p.m. on Monday , July 8, 2013
Council Action to Award Grant(s)	July 17, 2013
Public Notice	July 18, 2013
Protest Period	July 18--28, 2013
Award Notification (pending completion of protest period)	July 29, 2013
Anticipated Funding of Awarded Proposals to Begin	October 1, 2013

- ✓ The proposal must be complete and meet all of the requirements set forth in the proposal guidelines.
- ✓ Proposers are responsible for providing accurate, current, and complete information about their organization and proposed program/project.
- ✓ All decisions regarding proposals that are ultimately funded are the sole responsibility of SCDD. Therefore, submission of all required documentation must be submitted and completed in the manner outlined in this proposal packet.
- ✓ SCDD reserves the right to amend guidelines by addendum, but no later than ten days prior to the submission deadline date.
- ✓ Two copy ready applications, including all the required documentation must be received by May 1, 2013 at 5:00 p.m. Any proposals received after May 1, 2013 regardless of the postmarked date, will be returned to the proposer, and will not proceed through the evaluation process.
- ✓ SCDD does not accept faxing or e-mailing of any documents pertaining to the completed application.
- ✓ The proposals selected for funding will be at the sole discretion of SCDD.
- ✓ Prior to posting the "Notice of Intent to Award Contracts" and during the protest period all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the protest period ends, all proposals received will be regarded as public record. Any language purporting to render all or any portion of the proposals confidential shall be regarded, as non-effective and the proposal will be rejected.
- ✓ SCDD staff will not provide written or oral debriefings to unsuccessful applicants.

- ✓ The proposal package should be prepared in the least expensive method.
- ✓ All proposals must be submitted under sealed cover and sent to State Council on Developmental Disabilities by dates and times shown in Section C (a), Timelines and Submission Information on page 6.
- ✓ The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- ✓ The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with **"DO NOT OPEN"**, as shown in the following example:

State Council on Developmental Disabilities  
 1507 21st Street, Suite 210  
 Sacramento, CA 95811  
 Attention: Kristie Allensworth  
**DO NOT OPEN**

- ✓ If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- ✓ Proposals not submitted under sealed cover and marked as indicated may be rejected.
- ✓ Proposals must be submitted for the performance of all the services described herein  
 any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- ✓ A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the RFP or excuse the proposer from full compliance with all requirements.
- ✓ Costs incurred for developing proposals and in anticipation of award of agreement contract are entirely the responsibility of the proposer and shall not be charged to the State of California.
- ✓ An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page 27 . The signature must indicate the title or position that the individual holds in

the firm. Unsigned proposals may be rejected.

- ✓ All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to Proposal Due Date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- ✓ SCDD may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- ✓ SCDD reserves the right to reject all proposals. The agency is not required to award an agreement
- ✓ Before submitting a proposal, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- ✓ Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- ✓ SCDD does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- ✓ No oral understanding or agreement shall be binding on either party.

## **2. Electronic Questions and Answers for this RFP**

For the purpose of discussing questions or concerns regarding this RFP, e-mails may be sent to Kristie Allensworth, any time before and up June 19, 2013. Send your e-mails to [kristie.allensworth@scdd.ca.gov](mailto:kristie.allensworth@scdd.ca.gov). In order to ensure fairness, all questions regarding this RFP will be shared via e-mail with each person, agency or organization requesting RFP packets. Answers to questions will be sent to prospective proposers on or before June 26, 2013. Persons requesting RFPs shall provide their email address at the time of their request to Kristie Allensworth in order to ensure receipt of all questions and responses.

## **D. FUNDING OF PROJECTS**

**SCDD has available a maximum of \$30,000 for this grant.**

Funding is contingent on the SCDD's receipt of sufficient federal funds. After the announcement of a grant award, changes in the level of federal appropriations received by SCDD may result in the reduction of funds or withdrawal of some or all funded proposals. SCDD assumes no responsibility for costs incurred by the applicant for the completion or submission of a proposal.

SCDD reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified entity, or to modify or cancel, in part, or in its entirety, these guidelines if it is in the best interest of SCDD to do so.

SCDD may reduce the allocation request in any proposal. If the proposal amount is reduced, the applicant will be asked if they would like to proceed with the process. If applicant wishes to proceed, a revised budget will be required with the new allocation amount.

Successful grantees will submit all invoices in arrears. Prior to executing the contract, successful grantees must be able to provide assurances that they are financially able to meet expenditures until approved reimbursement is received.

## **E. REQUIREMENTS FOR PROJECT SUBMISSION**

### Components of Submission

- ✓ Cover Letter, Cover Page and Table of Contents
- ✓ All proposals shall contain a cover letter,
- ✓ A table of contents is required and shall include all sections identified with all pages clearly and consecutively numbered.

## **F. ADDITIONAL PROPOSAL INFORMATION**

### Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by SCDD.

### Agreement Execution and Performance



Service shall start not later than 60 days, or on the express date set by SCDD and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, SCDD, upon five(5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

#### Verification of Proper Information

By submitting a proposal, proposers agree to authorize SCDD to:

- ✓ Verify any and all claims made by the proposer including, but not limited to verification of prior experience and the possession of other qualification requirements; and
- ✓ Check any reference identified by a proposer or other resources known by SCDD to confirm the proposer's business integrity and history of providing effective, efficient and timely services.

Proposals that contain false or misleading statements, or provide references, that do not support a claim by the proposer, may be rejected. If a proposer's claims on the Required Attachment/Certification Checklist cannot be verified to SCDD's satisfaction, the proposal will be deemed nonresponsive and rejected from further consideration.

#### SCDD rights

In addition to the rights discussed elsewhere in this RFP, SCDD reserves the following rights:

#### RFP Changes

SCDD reserves the right to do any of the following up to the proposal submission deadline:

- ✓ Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
- ✓ Issue clarification notices, Addenda, alternate RFP instructions, forms, etc.
- ✓ Waive any RFP requirement or instructions for all proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
- ✓ Allow proposers to submit questions about any RFP change, correction or Addenda. If SCDD allows such questions, specific instructions will appear in the cover letter accompanying the document.

### Collect Information from Proposers

If deemed necessary, SCDD may request a proposer to submit additional documentation during or after the proposal review and evaluation process. SCDD will advise proposers orally, by fax, email, or in writing of the documentation that is required and the time line for submitting the documentation. SCDD will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause SCDD to deem a proposal nonresponsive.

SCDD, at its sole discretion, reserves the right to collect, by mail, email, fax or other method; the following omitted documentation and/or additional information:

1. Signed copies of any form submitted without a signature.
2. Data or documentation omitted from any submitted RFP attachment form.
3. Information/material needed to clarify or confirm certifications or claims made by a proposer.
4. Information/material or form needed to correct or remedy an immaterial defect in a proposal.

The collection of proposer documentation may cause SCDD to extend the date for posting the Notice of Intent to Award. If SCDD changes the posting date, SCDD will advise the proposers, orally, via email, or in writing, of the alternate posting date.

### Right to Remedy Errors

SCDD reserves the right to remedy errors caused by:

- ✓ SCDD office equipment malfunctions or negligence by agency staff,
- ✓ Natural disasters (i.e., floods, fires, earthquakes, etc.).
- ✓ Any other catastrophic event beyond SCDD's control.
- ✓ Waive any RFP requirement or instruction for proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.

### No contract award or RFP cancellation

The issuance of this RFP does not constitute a commitment by SCDD to award a contract. SCDD reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of SCDD to do so.

### Contract amendments after award

The SCDD reserves the right to amend the contract after SCDD makes a contract award.

#### Staffing changes after contract award

SCDD reserves the right to approve or disapprove changes in key personnel that occur after SCDD awards the contract.

#### Withdrawal and/or Resubmission of Proposals

A proposer may withdraw a proposal at any time before the proposal submission deadline.

#### Submitting a withdrawal request

Submit a written withdrawal request, signed by an authorized representative of the proposer. An originally signed withdrawal request is generally required before SCDD will return a proposal to a proposer. SCDD may grant an exception if the proposer informs SCDD that a new or replacement proposal will immediately follow the withdrawal.

#### Resubmitting a proposal

After withdrawing a proposal, proposers may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

### **G. PROPOSAL REVIEW AND EVALUATION CRITERIA**

At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

Proposals that are incomplete or contain false or misleading statements will be rejected.

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below.

#### Criteria for Program Evaluation

A scoring system will be used during the program evaluation process to rank proposals. A maximum total of 100 points per reviewer will be awarded based on the following criteria:

1. Extent to which the applicant has experience, knowledge, and

- demonstrates the ability to accomplish what is being proposed (60 points);
2. Demonstrates sound methodology with appropriate timeframes for meeting project goals and objectives. Has a timely and reasonable work plan for meeting goals and objectives (20 points);
  3. Extent to which proposer demonstrates a commitment and the ability to grow the self-advocacy movement in California (10 points)
  4. Extent to which the budget is reasonable and appropriate for accomplishing the objectives of the proposal (10 points) ;

## **H. AWARD AND PROTEST**

Notice of the proposed award shall be posted in the lobby of SCDD, located at 1507 21st Street, Suite 210, Sacramento, CA 95811, for 5 working days prior to awarding the agreement.

If any proposer, prior to the award of agreement, files a protest with SCDD at 1507 21st Street, Suite 210, Sacramento, CA 95814, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or SCDD has decided the matter. It is recommended that any protest be submitted by certified or registered mail.

Upon resolution of the protest and award of the agreement, the contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) .

## **I. ALLOWABLE AND NON-ALLOWABLE CPDG GRANT COSTS**

The purpose of the CPDG program is to provide resources necessary to initiate new programs that are creative, needed and innovative for people with developmental disabilities and their families. These funds may not be used to purchase goods or services for which another funding source is available, or to supplant existing funding. Proposal

budgets should include all necessary expenses for the applicant to complete their project/program.

Each line item in the budget will be reviewed by SCDD to determine whether it is allowable and reasonable. SCDD reserves the right to request a revised budget. The following list contains examples of allowable and non-allowable CPDG contract expenditures.

- ✓ Funds cannot be used to purchase real property.
- ✓ Funds cannot be used to purchase childcare vouchers
- ✓ Funds may be used to modify facilities to meet fire and life safety requirements of the Fire Marshall and/or the local licensing agency. The applicant will be required to submit three bids for any facility modifications.
- ✓ Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.

Any equipment purchased from funds under the terms of this contract is the property of the State Council on Developmental Disabilities. For purposes of CPDG, equipment is considered any item purchased by the contractor that has a unit acquisition cost of at least \$1,000 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased with CPDG funds. The contractor shall provide a final project equipment inventory to SCDD. This inventory list must accompany the project's final progress report and is due within 45 days of the end of the contract.

A written request to purchase equipment is required by the contractor prior to reimbursement for any articles, supplies or equipment exceeding \$1,000 in cost. A written justification request, including the purpose for the purchase and reasonableness of the cost is required prior to authorizing purchases.

Equipment may be leased; however, it may not be leased with an option to purchase. The contractor shall provide SCDD with copies of lease agreements for equipment leased during the contract period.

Examples of equipment that may not be purchased or purchased only with prior approval include:

- ✓ Motor vehicles may not be purchased. They may be leased during the contract period.
- ✓ Computers may only be purchased with prior approval from SCDD.
- ✓ Fax machines, VCR, camcorders, and digital cameras may only be purchased with prior approval from SCDD

- ✓ Copy machines may not be purchased. However, they may be leased during the contract period.
- ✓ Wall-to-wall carpeting is non-allowable. However, area rugs may be purchased.
- ✓ Any equipment item that is attached to a facility or vehicle, which cannot be removed in usable condition of the facility or vehicle ease to serve persons with developmental disabilities is non-allowable.
- ✓ As a general rule, it can be assumed that equipment with a value under \$1000 will be amortized and no longer property of the State after three years.
- ✓ For purposes of CPDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs and frame. Applicants should contact SCDD on specific issues concerning items over \$1000.
- ✓ Funds cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.
- ✓ CPDG funds shall not be used to purchase food for participants at CPDG sponsored conferences, trainings, seminars or workshops, however can be used for registration fees.

#### **Supplies:**

- ✓ Only reasonable, necessary, and allowable costs incurred for "supplies to carry out this contract agreement may be billed to SCDD in accordance with the contract agreement and applicable federal regulation cost principles, subject to the non- allowable items
- ✓ General office supplies (e.g., paper, pens, etc.) must be purchased only in amounts reasonably expected to be utilized during the term of and in the performance of the contract agreement.
- ✓ Title to all supplies rest with the contractor upon acquisition. All supplies used shall not be included as depreciable equipment/property.
- ✓ The contractor must properly account for the supply items purchased with federal funds regarding the usage and disposition of inventory

requirements as applicable to their organization. (34 CFR 74.35 or 34 CFR 80.33)

- ✓ For any purchase of a supply item with a useful life of more than one year (i.e., computers, printers, laptops, software, fax machines), the following shall be provided:
- ✓ A general description of the purchase or expected purchase must be written in the budget narrative, to include an explanation to why items are necessary for the provisions of services in the contract. Note: Prior authorization is required for any purchase order exceeding \$2,500 subject to the necessity or desirability of incurring such cost. (SCM 3.17.2 D)
- ✓ If the supply item is initially budgeted in the contract agreement, the purchase should occur as soon as possible so that item can be used effectively during the term of the contract agreement.
- ✓ If the supply item is used for multiple programs, the contractor must determine an appropriate allocation of the purchase cost billable to the contract agreement based on the usage between the programs.
- ✓ If the supply item did not initially get budgeted into the current contract agreement, the budget narrative must be amended to include the supply item being purchased and submitted as a contract amendment for approval to the SCDD contract officer.

#### Travel and Per Diem Rates Information

If your proposal has a travel and/or mileage line item, you must be knowledgeable on the contract terms regarding travel and per diem. All travel expenses and per diem rates paid to its employees for expenses incurred for contract services can only be reimbursed by SCDD for actual costs not to exceed the Department of Personnel Administration (DPA) designated rates. Further, no expense for travel outside of the State of California shall be reimbursed.

The State's travel and per diem rates may change periodically; therefore, these rates will not be specifically identified in the contract. To obtain the most current travel and per diem rates go to the DPA website at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>

If the organization's travel and per diem rates exceed the DPA rates, the contractor must compute the allowable Travel and/or Mileage costs using the DPA rates in order to identify the expenses to invoice SCDD. The computation worksheet must be retained to support the invoiced expenses.

To facilitate consistent processing within your organization's internal control policies, contract staff should utilize existing travel/mileage claim forms approved for use by all organization employees. To support the travel/per diem expenses submitted to SCDD under the contract, the expenses must be properly supported by documentation that includes at least the following elements:

- ✓ Basic travel/mileage claim information and supporting receipts (dates of travel, destination, mileage, meal costs, airfare costs, etc.) in accordance with your organization's travel policies and procedures.
- ✓ Sufficient adequate detail of travel purpose which supports reimbursements for the performance of services as defined in the contract scope of work, including the contract service and a listing of the specific consumers and/or other/additional information, as applicable, for which the travel or mileage expenses were incurred (either on the travel/mileage claim form or an alternative supporting document that is maintained separate from the travel claim by the program administrator).
- ✓ Travel and/or mileage costs invoiced to SCDD must be consistent with the organization's travel policy and/or DPA rates, and submitted on the correct contract budget line item consistent with above requirements.
- ✓ Documentation of the allocation of travel/mileage costs to the appropriate programs/funding sources in the accounting records.
- ✓ Consultants' rates must conform to 1) the Schedule of Maximum Allowances for positions covered by that schedule; 2) comparable state civil service positions; or if the above are not applicable, 3) to the going rate for similar work outside state service.
- ✓ Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
- ✓ No staff person can be committed to more than 100% of that person's time. SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.
- ✓ Code of Federal Regulations cost principles also includes additional non-allowable le expenses that may not be included in this section.

## **J. CPDG/STATE CONTRACTING REQUIREMENTS/PROVISIONS**



This section contains the standard agreement language that pertain to services and budgetary/payment provision requirements in the CPDG contract. Provisions in the contract are subject to change.

Scope of Work - Contractor agrees to do the following:

- ✓ Provide SCDD with the services as described in the proposal.
- ✓ Monitor and report all fiscal expenditures and program activities to ensure contract compliance.
- ✓ Invoicing and Payment - The maximum amount payable under this agreement shall not exceed the amount awarded by SCDD. The contract language shall include the contract amount, the services that will be provided, and the dates the contract's beginning and ending dates.
- ✓ For services satisfactorily rendered , and upon receipt and approval of the invoice(s), and progress and outcome report(s) for the period covered, SCDD agrees to reimburse the Contractor for said services in accordance with Attachment 5, Budget.
- ✓ Invoices shall be submitted on the Invoice Form provided by SCDD. All invoices must be submitted with a progress report. Invoices shall be submitted not more frequently than monthly or less than quarterly in arrears to:

Kristie Allensworth

California State Council on Developmental

1507 21st Street, Suite 210

Sacramento, CA 95811

- ✓ Progress reports are to be submitted using the SCDD web-based reporting program, DD Suite and must be current for SCDD to process an invoice. SCDD will provide the contractor with access to DD Suite. SCDD will not process the final invoice until all Progress and Outcome reports, and items/products listed in the contract have been received by SCDD.

State Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, SCDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other

considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SCDD shall have the option to either cancel this contract with no liability occurring to SCDD, or offer a contract amendment to Contractor to reflect the reduced amount.

#### Contracts with Federal Funds

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if the United States Government makes sufficient funds available to SCDD, for the term of this contract and for the purposes of this proposal. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

By notification in writing, either party has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

#### Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### Review

SCDD or acting agent reserves the right to review service levels and billing procedures as they impact charges against this contract.

#### Final Billing

Final billing, reports, and products for services must be received by SCDD within 45 days following the end of the contract.

#### Funding Source

Contractor agrees it shall not bill any other funding source for the services provided

to consumers funded under this contract.

### Contract Budget Changes

Contractor shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the changes, identification of the line items to be changed and a revised Budget. Any changes cannot be made prior to SCDD written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract. The program element of the contract is approved by SCDD, any budget changes request that will change the program element will not be approved.

### Expenditure Restrictions

Notwithstanding any terms to the contrary, no provision of the contract shall be interpreted to authorize expenditures or reimbursements for items not strictly in conformance with appropriate state or federal guidelines.

Department of General Services requires that SCDD provide "Exhibit C. General Terms and Conditions" language to be included as part of the Standard Agreement contract. Proposers must review this document to ensure that they will be able to comply with the requirements. The exhibit is available on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) and may be downloaded and printed for your files. If you do not have Internet capabilities, please contact SCDD for a hard copy of the document.

### Dispute Provisions

If the contractor disputes a decision of the Contract Manager regarding the performance of this contract or on other issues for which the Contract Manager is authorized, by this contract, to make a binding decision, the contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:

The decision under dispute; The reason(s) contractor disputes the decision of the Contract Manager (if applicable, reference pertinent contract provisions); Identification of all documents and substance of all oral communication which support contractor's position; and the dollar amount in dispute, if applicable.

Upon receipt of the written dispute notice, SCDD's Executive Director will examine the matter and issue a written decision to the contractor within twenty (20) working days. The decision of the Executive Director shall contain the following information:

- a) A description of the dispute;
- b) A reference to pertinent contract provisions, if applicable;
- c) A statement of the factual areas of agreement or disagreement;

- d) Proposal a possible resolution to the dispute; and
- e) Provide a final decision regarding the dispute.

The decision of SCDD's Executive Director shall be final unless, within thirty - (30) calendar days from the date of receipt of the decision, the contractor files with the California State Council on Developmental Disabilities a notice of appeal, in accordance with Title 1, California Code of Regulations, Section 251, et. Seq., and addressed to:

Attention: Chairperson, Executive Committee California State Council on  
Developmental Disabilities 1507 21st -street, Suite 210  
Sacramento, CA 95811

Pending resolution of any dispute, the contractor shall diligently continue all contract work and comply with all of the representative's orders and directions. The decision of SCDD or its designee shall be final.

#### Termination of Contract

The contract may be terminated with or/without cause by SCDD or the contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion any/all equipment purchased through this contract will be returned to SCDD.

#### Debarment and Suspension

For federally funded contracts in the amount of \$100,000 or more, the contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities . The contractor agrees to sign and return to SCDD the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions." If applicable, a copy of this form is being forwarded to the Contractor with this contract. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

#### Certification Regarding Lobbying

For contracts with contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from SCDD to perform services, the contractor agrees to sign and submit to SCDD the 'Certification Regarding Lobbying' form with this contract. (Section 1352, Title 31 of the U.S. Code).

#### Patents and Copyrights

The contractor agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects , or deliverables cannot be made without the express written

approval of SCDD. Credit for these deliverables will be acknowledged as follows: "This Product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) Copyright California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD whether or not a patent or copyright is applied for or received by any other party or person.

#### Subcontractors

If contractor proposes to subcontract, any services required under this contract, the contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by contractor to meet or exceed any and all provisions of this contract.

#### Insurance Requirements

Prior to the contract approval, the contractor, other than a self-insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract as appropriate of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide that:

The insurer will not cancel the insured's coverage without thirty-day (30) prior written notice to SCDD. SCDD, the Federal Administration on Developmental Disabilities, its officers, employees, and agents are included as additional named insureds, but only insofar as the operations under this contract are concerned.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. The contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as but not limited to Workers' Compensation Insurance.

#### Reporting Requirements

Contractor shall agree to the following reporting requirements:

Submission of written monthly or quarterly progress reports, using DD Suite . These reports shall include, but not be limited to: whether the project is on schedule, address issues related to project operations and supervision, and afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;

Submission of a written final report in a format and manner prescribed by SCDD, within 45 days after contract completion or termination. This final report shall include but not be limited to a camera-ready or master copy of any materials covered under Item 7 developed in the performance of this contract and shall be comprehensive and include problems and solutions encountered during the contract term; and submission of other reports as may be required by SCDD.

#### Project Change

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for a change(s) in the project, but shall not implement any changes prior to written SCDD approval in accordance with this contract, state laws, federal laws, policies, and procedures including the approval of the Department of General Services if required. Such request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

#### Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

#### Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

### **K. RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES**

#### Current State Employees

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department

through or by a state contract unless the employment, activity, or enterprise is required as a condition of other officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. (Public Contract Code 10411)

#### Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code 10411)

#### Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code 19990)

### **L. REQUIRED ATTACHMENTS**

A complete proposal or proposal package will include the following items as attachments. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

## **ATTACHMENT 1**

### **REQUIRED ATTACHMENT CHECK LIST**

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
<input type="checkbox"/> Attachment 1	Required Attachment Check List
<input type="checkbox"/> Attachment 2	Proposal/Proposer Certification Sheet
<input type="checkbox"/> Attachment 3	Cost Sheet
<input type="checkbox"/> Attachment 4	Proposer References
<input type="checkbox"/> Attachment 5	Payee Data Record (STD 204) The Payee Data Record can be found on the internet at: <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a> .



---

Attachment 6

Contractor Certification Clauses (CCC). The CCC can be found on the Internet at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**ATTACHMENT 2**  
**ROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 3 through 11) of this RFP.**

**For RFP Primary Only:**

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <p>a. California Small Business Enterprise</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number: _____</p> </div> <div style="width: 45%;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter your service code below: _____</p> </div> </div>		
<p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is</p>		

**ATTACHMENT 2 (Cont.)**

**Completion Instructions for Proposal/Proposer Certification Sheet**

Complete the numbered items on the

Proposal/Proposer Certification Sheet by following the instructions below.

Item Number s	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10,11 12, 13,</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3**

**SAMPLE COST PROPOSAL WORKSHEET**

SAMPLE BUDGET FOR March 2012– October 2014

Line Item	2011- 2012	2012- 2013	2013- 2014	Total
<b>A. Personnel Services</b>				
Salaries hours x hourly rate				
(list all staff)				
Temporary Help				
Staff Benefits				
<b>Total Personnel Services</b>				
<b>B. Consultants/Subcontractors</b>				
(Costs Itemized)				
<b>Total Subcontractors</b>				
<b>C. Travel Costs</b>				
Travel related to contract				
<b>Total Travel Costs</b>				
<b>D. Operating Costs</b> (Not included in Administrative Overhead E.)				
(Itemize per line item)				
<b>Total Operating Costs</b>				
<b>E. Administrative Overhead</b>				
<b>TOTAL CONTRACT</b>				

## **ATTACHMENT 4**

### **PROPOSER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

#### **REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

#### **REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

#### **REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

This page intentionally left blank

